

1 report described in this Section 21.60.840 until 12 months after the effective date of the new
2 franchise.

3 B. To determine whether the grantee has met the standard for CSR telephone
4 response time, the Office of Cable Communications shall divide the total number of calls
5 answered by a CSR within 30 seconds by the total number of calls transferred to a CSR. This
6 quotient shall not reflect calls that are self-directed to the IVR only. Only telephone calls that
7 result in a customer being directed to a CSR shall be included in this standard.
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9 C. If the grantee fails to provide such reports on a timely basis, or if they are
10 incomplete, the City may impose monetary sanctions of up to \$1,000 for the first quarter, up to
11 \$2,000 for the second consecutive quarter of noncompliance, up to \$2,500 for the third
12 consecutive quarter of noncompliance, and up to \$3,000 for each subsequent consecutive non-
13 compliant quarters to encourage compliance.
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15 D. The grantee shall permit the City to review and audit the information required
16 under this Section 21.60.840 at any time during normal business hours upon reasonable notice.

17 Section 79. A new Section 21.60.850 of the Seattle Municipal Code is added as follows:

18 **21.60.850 Minimum compensation to customers**

19 For violations of this Subchapter II, the grantee shall credit the account of any customer who is
20 either a current subscriber or a former customer awaiting a final billing statement in the amounts
21 set forth below, at a minimum or, if the customer prefers, provide alternative compensation
22 equivalent to the amounts set forth below, at a minimum:
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Standards of customer service Location in SMC	Minimum compensation for grantee's noncompliance with Standards of customer service
Courtesy	
All employees of the grantee shall be courteous, knowledgeable, and helpful. Grantee's employees, agents, contractors, and subcontractors shall provide accurate information and effective, timely, and satisfactory service in all contacts with customers. 21.60.820.A	\$20 credit
Accessibility	
Telephone calls are answered by an IVR or a CSR within 30 seconds under normal operating conditions. If the call is answered by an IVR, the IVR must allow the option to speak with a CSR within no more than three minutes. If a customer has exercised the option to speak with a CSR, the customer shall be able to speak with a CSR within 30 seconds once the call is transferred during normal business hours. 21.60.820.B.4	\$20 credit
Responsiveness	
The grantee shall complete standard installations and service repairs requested by a customer within seven business days after order has been placed, unless otherwise requested by the customer. 21.60.820.C.1	Free installation, or one month's service if the installation fee has been waived for promotional reasons \$20 credit for a service repairs violation
If the customer requests a non-standard installation, or the grantee determines that a non-standard installation is required, the grantee shall provide the customer in advance with a total installation cost estimate and an estimated date of completion 21.60.820.C.1	Free installation, or one month's service if the fee has been waived for promotional reasons
All underground cable drops shall be buried at a depth of no less than 12 inches and work shall be completed within three calendar weeks from the initial installation, or at a time mutually agreed upon between the grantee and customer. 21.60.820.C.1	\$20 credit

Standards of customer service Location in SMC	Minimum compensation for grantee's noncompliance with Standards of customer service
All customers requesting installation of cable service or repair service to an existing installation may choose any available four-hour block of time during normal business hours. 21.60.820.C.2	\$20 credit
The grantee may not cancel an appointment with a customer after 5 p.m. on the day before the scheduled appointment. 21.60.820.C.2	\$20 credit, or the guarantee offered by the grantee, whichever is greater
If the customer is absent when the technician arrives, the technician shall verify the appointment with the technician's dispatcher by telephone while at the customer's door and leave written notification of timely arrival. The grantee shall keep a record of the notification. 21.60.820.C.2.b	\$20 credit for failure to leave written notification of timely arrival
If a grantee representative fails to keep an installation or service appointment for any reason, the grantee will contact the customer before the end of the scheduled appointment and reschedule the appointment at a time convenient for the customer. 21.60.820.C.2.c	\$20 credit, or the guarantee offered by the grantee, whichever is greater
In the event of a system outage (<u>an outage is a service interruption that involves a loss or substantial impairment in reception on all channels for a period of one hour or more</u>) resulting from grantee equipment failure affecting five or more customers, the grantee shall initiate repairs within two hours after the third customer calls to report the outage. 21.60.820.C.3a	One day's free service for the day the customer reports the system outage and for each additional day the outage continues
All customers who call the grantee to report an outage shall receive credit for the entire day on which the outage occurred and for each additional day the outage continues. 21.60.820.C.3b	One day's free service for the day the customer reports the system outage and for each additional day the outage continues
The grantee shall initiate repairs for all other service interruptions resulting from grantee equipment failure within 24 hours. 21.60.820.C.3.d	One day's free service for each day in which there is a service interruption for each customer who reports a service interruption

Standards of customer service Location in SMC	Minimum compensation for grantee's noncompliance with Standards of customer service
<p>The grantee shall initiate repairs to customer reported outages and service interruptions, for any cause beyond the control of the grantee, within 24 hours after the conditions beyond its control have been corrected. 21.60.820.C.3.e</p>	<p>One day's free service for each day in which there is an outage or service interruption, after the conditions beyond grantee's control have been corrected, for each customer who reports an outage or service interruption</p>
<p>The signal quality provided by the grantee shall meet or exceed technical standards established by the FCC. 21.60.820.C.4</p>	<p>One day's free service for each day the signal quality falls below FCC standards for customers who report reception that does not meet FCC standards</p>
<p>A planned outage that the grantee anticipates will last more than four hours shall be preceded by at least 24 hours' notice to affected customers and shall occur during periods of minimum use of the system, preferably between midnight and 6 a.m. Such notification of a planned outage may take the form of a door hanger, a message or insert into the monthly bill, or a telephone call and may be supplemented with on-screen messages announcing the planned outage. 21.60.820.C.4.a</p>	<p>One day's free service for each day in which there is a planned outage that is not preceded by the notice required in the customer service standard, or does not occur during periods of minimum use of the system</p>
<p>If a customer experiences poor signal quality or reception, the grantee shall respond and repair the problem no later than the day following the customer call provided that the customer is available and the repair can be made within the allotted time. 21.60.820.C.4.b</p>	<p>One day's free service for each day after the customer has called and the problem remains uncorrected</p>
<p>A grantee's CSRs shall have the authority to provide credit for interrupted service or any other credits listed in Section 21.60.850, to waive fees, to schedule service appointments, and to change billing cycles, if appropriate. 21.60.820.C.5.a</p>	<p>\$20 credit</p>
<p>Any difficulties that cannot be resolved by the CSR shall be referred to the appropriate supervisor who shall make</p>	<p>\$20 credit</p>

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<p>best efforts to contact the customer within four hours and resolve the problem within 48 hours or within such other time frame as is reasonable. 21.60.820.C.5.b</p>	
<p>Grantee will send customers a clear and concise bill every month. The grantee shall provide a due date on each bill that is at least 30 days from the beginning date of the applicable billing cycle. A monthly bill shall be issued to all customers regardless of balance due. The customer shall retain the option of whether to receive bills by mail or electronically. 21.60.820.C.6.a</p>	<p>\$20 credit</p>
<p>The <u>grantee</u> shall respond to a <u>customer's</u> billing inquiry, general question, or comment made by telephone or e-mail within <u>48 hours during normal business hours</u>. The <u>grantee</u> shall respond in writing to a written and mailed billing inquiry, general question, or comment within two weeks of the <u>date</u> of receipt of the letter. 21.60.820.C.6.b</p>	<p>\$20 credit</p>
<p>If a customer's service bill is not paid within 52 days of the beginning date of the applicable service period, the grantee may disconnect the customer's service, but only upon showing that it has provided ten days' notice to the customer that such disconnection may result. 21.60.820.C.6.c</p>	<p>\$20 credit</p>
<p>If a customer requests cancellation of any or all services, billing for affected services shall end on the same day, or on the future date for which the cancellation is requested. After the requested cancellation date, the customer shall not be responsible for cable services delivered. The grantee must refund any credit balance owed the customer, less any owed or disputed amounts, within 15 business days after the close of the customer's billing cycle following the return of the equipment and request for cancellation. 21.60.820.C.6.d</p>	<p>\$20 credit (or refund if the customer's account has closed)</p>
<p>Deposits shall accrue interest at a fair market rate. Within 15 business days after cancellation of service, the grantee</p>	<p>\$20 credit (or refund if the customer's account has</p>

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shall repay any deposit with a statement showing accrued interest to the customer, less any sums owed to the grantee. 21.60.820.C.6.e	closed)
Trees, shrubs, and other landscaping on a customer's property that are damaged by the grantee, or any employee or authorized agent, during installation or construction for the customer or in the process of serving adjacent structures, shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner of the property on which they are located. 21.60.820.C.7.a	\$50 credit plus any additional repairs or reimbursement if the grantee fails to replace or repair the damage
The grantee shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The grantee shall repair or replace any damaged property, or compensate property owners for damage resulting from the grantee's installation, construction, service, or repair activities for a customer. 21.60.820.C.7.b	\$50 credit plus any additional repairs or reimbursement if the grantee fails to replace or repair the damaged property
Except in the case of an emergency involving public safety or service interruption to a large number of customers, or where the grantee has a legal right of access or entry, the grantee shall give reasonable notice to property owners or legal tenants before entering upon their private property, and the notice shall specify the work to be performed. In the case of construction operations, such notice shall be delivered or provided at least 24 hours before entry. In the case of an emergency, the grantee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Nothing in this Chapter 21.60 authorizes access or entry to private property, or any other property, where such right to access or entry is not	\$20 credit if the grantee fails to provide notice or enters premises without permission, plus any additional repairs or reimbursement

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<p>otherwise provided by law.</p> <p>If damage is caused by grantee activity, the grantee shall reimburse the property owner 100 percent of the cost of repairing the damage or replacing the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail or door hanger notice at least one week in advance.</p> <p>21.60.820.C.7.c</p>	
<p>The grantee shall clean all areas surrounding any work site of debris caused by the grantee's activities and ensure that all materials are disposed of properly.</p> <p>21.60.820.C.7.d</p>	<p>\$20 credit plus cleanup and disposal of debris</p>
Services for customers with disabilities	
<p>For any customer with a verified disability that prevents the customer from self-installing equipment, the grantee shall at no charge deliver, install, and pick up equipment at the customer's home. In the case of malfunctioning equipment, the grantee shall provide and install substitute equipment, ensure that it is working properly, and remove the defective equipment.</p> <p>21.60.820.D.1</p>	<p>\$20 credit</p>
<p>The grantee shall provide TDD/TTY service with trained operators who can provide every type of assistance rendered by the grantee's CSR for any hearing-impaired customer at no charge.</p> <p>21.60.820.D.2</p>	<p>\$20 credit</p>
<p>Grantees shall install, at no charge, any closed captioning device purchased by a hearing-impaired customer.</p> <p>21.60.820.D.3</p>	<p>\$20 credit</p>
<p>Grantees shall provide free use of a converter remote control unit to mobility-impaired customers.</p> <p>21.60.820.D.4</p>	<p>\$20 credit and provision of remote control unit</p>
Customer information	
<p>Upon installation, annually, and at any time a customer requests, the grantee shall provide the following</p>	<p>\$20 credit for failure to provide customer with the</p>

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information to its customers in a clear, concise written form. In addition, the grantee shall notify customers 30 days in advance of any significant changes in the following: 21.60.820.E.1	information or notice at the required time
Cable services offered by the grantee, including its channel lineup; 21.60.820.E.1.a	
The grantee's prices and options for cable services; conditions of subscription to cable services; and policies concerning changes in services offered, notification of changes, disconnection, and service downgrades. 21.60.820.E.1.b	
A description of these Subchapter II (Cable Customer Bill of Rights) standards in a form provided by or approved by the City; 21.60.820.E.1.c	
Installation and service maintenance policies, including the customer's responsibilities for equipment; 21.60.820.E.1.d	
Instruction on the use of cable TV service, remote control, and standard video recording device hookups; 21.60.820.E.1.e	
Instruction on the use of interactive television if provided by the grantee; 21.60.820.E.1.f	
Billing and complaint procedures, including the address and telephone number of the grantee's offices, the grantee's policies on deposits and credit balances, returned check charges, and refunds for disruption of cable service or poor signal quality; 21.60.820.E.1.g	
Contact information for filing a consumer complaint with the FCC and the Office of Cable Communications; 21.60.820.E.1.h	
Policies concerning protection of customer privacy, including provisions for opting-out of disclosure of	

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customer name and address for marketing purposes; 21.60.820.E.1.i	
Use and availability of parental control/lock out device; 21.60.820.E.1.j	
Special services for customers with disabilities including any discounts required by the franchise or other agreements; and 21.60.820.E.1.k	
Days, hours of operation, and locations of the service centers. 21.60.820.E.1.l	
The grantee shall provide customers written notification, and announcements on the cable system, of any change in programming, services, or channel positions as soon as possible, but no less than 30 days in advance of such changes if the change is within the control of the grantee. Customers shall be given a description of the changes, their options for changing services they receive, the phone number for questions, and the effective date. 21.60.820.E.3	\$20 credit for each affected customer
All of the grantee's officers, agents, employees, contractors, and subcontractors who are in personal contact with customers shall have visible identification cards bearing their name and photograph. The grantee shall account for all identification cards at all times. 21.60.820.E.4	\$20 credit
Every vehicle of the grantee used for providing services to customers shall be clearly visually identified to the public as working for the grantee. 21.60.820.E.4	\$20 credit for a customer who receives service from an unidentified vehicle
All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Officers, agents, and employees of the grantee and its contractors and subcontractors shall identify themselves to the customer when making a service call or installation. 21.60.820.E.4	\$20 credit

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<p>All CSRs, technicians, employees, agents, contractors, and subcontractors of the grantee in every contact with a customer shall state the estimated cost of the service, repair, or installation orally before delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the estimated total charges before terminating the telephone call. At the customer's request, the grantee shall send the customer a written statement detailing such charges. Grantee shall also provide customers with a written statement of the total estimated charges before leaving the location at which the work was performed.</p> <p>21.60.820.E.5</p>	<p>\$20 credit</p>
<p>All listings of the grantee's services shall conspicuously display the availability of all service tiers and corresponding prices for City customers, including the cost of either the basic cable service subject to rate regulation or the cost of the grantee's lowest priced cable service tier.</p> <p>21.60.820.E.7</p>	<p>\$20 credit</p>
<p>The grantee shall not charge customers for any services they have not affirmatively requested.</p> <p>21.60.820.E.8</p>	<p>\$20 credit</p>
Safety	
<p>If the grantee receives notice that an unsafe condition exists with respect to its equipment, the grantee shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.</p> <p>21.60.820.G</p>	<p>\$50 a day for each 24-hour delay in responding to customer safety concerns</p>
Satisfaction guaranteed	
<p>The grantee shall guarantee customer satisfaction for every customer who requests new installation of cable service, video, or interactive television, or adds any additional cable service to the customer's cable subscription. Any such customer who adds expanded basic or other higher tier of video service or interactive television to the customer's cable subscription account</p>	<p>\$20 Credit</p>

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<p>and then requests discontinuation of such upgraded service within 30 days due to dissatisfaction with the service shall receive an account credit in an amount equal to the pro rata charge for the remaining days of service following the request to discontinue the service.</p> <p>If a customer subscribes to a service under a promotion that provides free service and chooses to discontinue the service during the promotion window, there shall be no charge of any kind for the service or for discontinuing the service.</p> <p>21.60.820.H</p>	
Customer Privacy	
<p>For any violation of Cable customer privacy per Section 21.60.825.</p>	<p>Customer has choice of a check for \$100, or a \$100 credit to the customer's account</p>

Section 80. A new Section 3.22.050 of the Seattle Municipal Code is added as follows:

3.22.050 Seattle Community Technology Advisory Board (CTAB) – Membership and duties

A. There is a Community Technology Advisory Board (CTAB) consisting of ten members.

1. CTAB has one member representing public access to information and communications technology, one member representing education, seven at-large members, and one young adult member from the Get Engaged: City Boards and Commissions program, governed by Chapter 3.51. Members must live or work at an address in the City.

2. Six members are appointed by the Mayor, subject to confirmation by the City Council, including the public access, education, and Get Engaged members. Four at-large members are appointed by the City Council.